ACCENTURE LLP
Solution Construction Aid U.S. License Agreement

<u>Name of Solution Construction Aid (SCA)</u>: <u>GRNDS Architecture, Version</u>___

<u>Description of SCA</u>: One (1) copy of Accenture's General and Reusable Netcentric Delivery Solution ("GRNDS") Architecture, Version ___.

SCA use is limited to use for, and during, the following project: California Child Support Automation System, Contract # C0220950.

Accenture LLP ("Accenture") grants the State of California ("Client") the right to use the SCA for no fee according to the provisions of this agreement. Client is granted a no fee perpetual license to use, modify, reproduce, prepare derivative works based on and distribute the SCA for its internal use for the California Child Support Automation System project that is the subject of the separate services agreement entered into between International Business Machines Corporation ("IBM") and Client, dated as of July __, 2003 ("Services Agreement"), and the separate subcontract between Accenture and IBM, dated as of July __, 2003 ("Subcontract Agreement"). Stand-alone copies of the unmodified SCA may not be copied, reproduced, assigned, leased, sublicensed, or otherwise transferred to any third parties without Accenture's written consent. To the extent the SCA is included and modified in any custom software developed by Accenture for Client pursuant to the Services Agreement, the SCA as modified may be sublicensed to another governmental entity for use in a federally funded Child Support Programs as required by federal law, in accordance with the terms of this license agreement, subject to the sublicensee's written agreement to the terms of this license agreement. Client shall provide notice and a copy of any such sublicense to Accenture.

The SCA is proprietary to Accenture and includes trade secrets and inventions for which a patent has been applied for or issued. All copyrights, patents, trade secrets, and any other intellectual property rights related to the SCA, and related to all copies, partial copies, adaptations, additions, collective works, compilations, derivative works, enhancements, modifications, and translations of the SCA, will remain in or are assigned to Accenture. Client agrees to hold the SCA in confidence and to safeguard it from disclosure to unauthorized third parties and from unauthorized reproduction and use. If provided in object code form only, the SCA may not be decompiled, disassembled, or reverse engineered.

Title to and rights in any custom software developed by Accenture for Client using the SCA shall be governed by the Services Agreement. Accenture shall provide Client with the source code of the SCA and the custom software developed by Accenture for Client using the SCA if Accenture provides Client with the source code for custom software developed by Accenture for Client under the terms of the Services Agreement.

Accenture will defend any claim against Client and indemnify Client against any damages, costs, liabilities and expenses arising from any claim that the SCA supplied by Accenture infringes or misappropriates any third party's copyright, trade secret, U.S. patent or other intellectual property right. This obligation is contingent on Client's prompt written notification to Accenture of the claim, Accenture's retention of sole control of the defense and settlement negotiations related to the claim, and Client's assistance (at Accenture's expense) in the defense or settlement of the claim. Where an SCA is held to be infringing or where Accenture believes it may be infringing, Accenture may, at its expense and option: obtain for Client the right to continue using the SCA; replace the SCA with a non-infringing substitute or similar functionality; or modify the SCA so it is not infringing. Accenture will not be liable to Client if an infringement claim is based on use of the SCA in combination with any product, software,

or system not supplied by Accenture or modification of the SCA in a manner causing it to become infringing. THIS PARAGRAPH CONTAINS THE SOLE AND EXCLUSIVE REMEDIES OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT RELATED TO THE SCA.

Client is responsible for the use, maintenance, support and operation of the SCA, except to the extent Accenture is providing maintenance services applicable to the SCA pursuant to the Services Agreement.
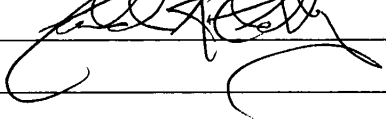
THE SCA IS PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Warranties for Accenture services rendered to Client and for any custom software developed by Accenture for Client using the SCA shall be governed by the Services Agreement.

Accenture's liability for any claim related to the SCA, regardless of the form of action (whether in contract or tort, including negligence, or by statute) will in no event exceed $10,000 (except as provided in the paragraph above regarding intellectual property infringement and misappropriation). In no event will either party be liable for any indirect, incidental, special, or consequential damage, loss, or expense, even if one party has advised the other party of its possibility, except as provided in the paragraph above regarding intellectual property infringement and misappropriation.
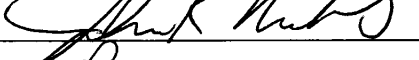
Either party may terminate or take legal action to specifically enforce this agreement if the other party materially breaches it and fails to cure its material breaches within 30 days of receipt of a notice describing such material breaches. The confidentiality obligations in this agreement will survive any termination of this agreement.

This agreement is effective from the date the SCA is first made available to Client. This agreement will be governed by the laws of the State of California. This agreement can only be amended or modified by the parties in writing. This license and agreement are non-exclusive and may not be assigned or transferred by Client except as provided in this license agreement. If a provision of this agreement is prohibited or invalidated under applicable law, the remainder of the agreement shall remain unaffected. No waiver of any right of a party will be effective unless there is a signed writing evidencing the waiver. This agreement correctly reflects the mutual understandings of the parties, constitutes the only agreement (in conjunction with the Services Agreement) between the parties related to the SCA, and except for the Services Agreement supersedes any and all prior agreements between the parties relating to the SCA.

STATE OF CALIFORNIA

By _____

Title _____

Date _____

ACCENTURE LLP

By _____

Title ___Partner___

Date ___7-14-3___